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CARRIERS OF PASSENGERS—LIMITATION OF LIABILITY—CARMACK AMENDMENT.—It has often been held that a railroad company is not a common carrier, when it enters into a special contract to transport a circus train, and therefore a contract that the railroad company should not be responsible for damages arising from want of care in running the cars, or otherwise, is valid. *Coup* v. *Wabash Ry. Co.*, 56 Mich. 111. It has also been held that in dealing with human life the law will protect it equally whether the carriage is free, or for compensation. *P. & R. R. Co.* v. *Derby*, 14 How. 468. Many cases have supposed that contracts limiting such liability were invalid, even in the case of free passengers, *Williams* v. *Oregon S. L. R. Co.*, 18 Utah 210, but the weight of recent authority is the other way. *Northern Pacific Ry. Co.* v. *Adams*, 192 U. S. 440, reversing 116 Fed. 324. And such contracts have been upheld in the case of express messengers, news agents and sleeping car porters. *B. & O. Ry. Co.* v. *Voigt*, 176 U. S. 498. This is based on the principle that if a carrier is under no duty to carry, and may elect to refuse, then if he does carry he may do it on such terms as he may consent to, and refuse to carry unless he is released from assuming any liability for damages.

Nebraska is one of the states that refuses to permit this limitation, and in *Mancher* v. *C. R. I. and P. R. Co.*, 100 Neb. 237, held that notwithstanding contracts signed by a circus employee releasing and exempting the employer and the carrier from all claims for injuries however sustained, the carrier was liable to such employee for injuries caused by the negligence of the engineer of a train following the circus train. The Nebraska court did not hold that plaintiff, riding under this contract, was a passenger, but he was, at least, a licensee. The contract affecting human life would be strictly construed, and did not excuse the carrier from liability to one lawfully on the right of way and injured by its negligence. The defendant sought to carry this to the Federal court under the Carmack Amendment. But the United States Supreme court, Jan. 7, 1919, dismissed the writ of error on the ground that the Carmack Amendment deals only with the shipment of property. As to limitation of liability in the carriage of passengers the States are still "free to establish their own laws and policies and apply them to such contracts," in accord with the rule of *Pa. R. Co.* v. *Hughes*, 191 U. S. 477.

HIRE-PURCHASE AGREEMENT—CONVERSION—MEASURE OF DAMAGES.—One Miss Nolan held a piano from plaintiffs under a hire-purchase agreement, with option to purchase on payment of the last installment; title to remain in the vendor until such payment had been made. After several installments had been paid, Miss Nolan sold the piano to the defendant, making " a false statutory declaration that the piano was her property." She subsequently disappeared. Plaintiff sued in detinue and alternatively for conversion. The defendant paid into court the sum of 18*l*, the amount still due on the piano. *Held*, plaintiffs entitled to judgment for the return of the piano or the sum of 28*l*, its value. *Whiteley, Limited* v. *Hilt*, (1918), 2 K. B. 115.

By a perfectly logical course of reasoning the court arrives at a correct *legal* conclusion supported by the overwhelming weight of authority but hardly